

**Town of Warrenton, Virginia**

**Invitation for Bid – 17,500 GVWR 2003 Utility Truck and Utility Body**

**IFB Number: #03-014**

**Closing Date: January 31, 2003 at 2:00 PM**

**All bids must be received by the closing date and time to be considered responsive.**

---

**One (1) original and One (1) copy of the bid shall be mailed or delivered to:**

***Town of Warrenton  
Purchasing Agent  
18 Court Street  
P.O. Drawer 341  
Warrenton, Virginia 20188***

All inquiries for information regarding procurement procedures, selection criteria, bid submission requirements, or other fiscal/administrative concerns shall be directed to:

Purchasing Agent

P.O. Drawer 341

18 Court Street

Warrenton, VA 20188

Phone: 540-347-1102

Fax: 540-349-2414

e-mail [staff@ci.warrenton.va.us](mailto:staff@ci.warrenton.va.us)

For technical information relating to this IFB, please contact:

Larry K. Oliver, Utilities Technician

P.O. Drawer 341

18 Court Street

Warrenton, VA 20188

Phone: 540-347-1104

Fax: 540-349-2414

e-mail [loliver@ci.warrenton.va.us](mailto:loliver@ci.warrenton.va.us)

In compliance with this Invitation for Bid and all the conditions imposed herein, the undersigned offers and agrees to furnish the goods in accordance with the signed bid or as mutually agreed upon by subsequent negotiations.

Name and Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

\_\_\_\_\_ Fax #: \_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name

\_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\_\_\_\_\_  
Signature

**CERTIFICATION PAGE**  
**RETURN THIS PAGE WITH BID SUBMISSION**

## INVITATION FOR BID

IFB NUMBER: 03-014  
DATE OF THIS REQUEST: December 23, 2002  
DESCRIPTION: 17,500 GVWR 2003 Utility Truck and Utility Body  
BID DEADLINE/OPENING DATE: January 31, 2003, 2:00 P.M.

---

The Town of Warrenton is currently seeking bids from qualified vendors to furnish and deliver one 17,500 GVWR 2003 Utility Truck and Utility Body per the specifications below.

### **SPECIFICATIONS:**

#### **17,500 GVWR 2003 Utility Truck and Utility Body:**

**Cab and Chassis:** Truck shall be a crew-cab model with dual-rear wheels. GVWR shall be not less than 17,500 lbs. Cab to be furnished with tinted glass, dual sun visors, dual West Coast type side view mirrors, 6" x 15". Heavy-duty dual electric two-speed windshield wipers and washer; Dual horns; Heavy-duty heater and defroster (fresh air type) with rear seat auxiliary heater; Factory installed a/c and am/fm radio; Lap/shoulder belts and ICC traffic hazard switch.

**Engine:** Gasoline engine rated for 17,500 GVWR factory equipped for F-550 or TC4500 or equal with optional price on diesel to be listed at end of proposal.

**Transmission:** To be heavy-duty 4-speed automatic for gasoline or optionally priced heavy-duty type for diesel.

**Tires:** To be tubeless steel-belted radial rated for 17,500 lbs. GVWR or above. Rear tires to be aggressive tread AT/Traction mud and snow type with extra traction.

**Paint:** Solid white for cab and body.

**Electrical System:** To be 12-volt. A 110-volt power inverter and required wiring is to be mounted in truck or utility trailer to handle a minimum of 2,500 watts of current for portable utility lights. Install required multiple batteries and properly rated alternator(s) if needed to handle power inverter. For optionally priced diesel engine, number of batteries to be matched as per manufacturer's recommendations.

**High Capacity Towing Package and Hitch:** To be equipped with interchangeable Class-5 receiver hitch. ("Reese" or equal.) Provide Pintle hitch with 2 and 5/16" diameter ball. Receiver hitch to be mounted to frame of chassis – not to utility body. Equip with 7-wire trailer wiring harness; Trailer brake wiring kit; Provide heavy-duty towing package to allow 30,000 lb. GCWR.

**Safety Equipment:** To be equipped with K-D Model 621 back-up alarm or equal.

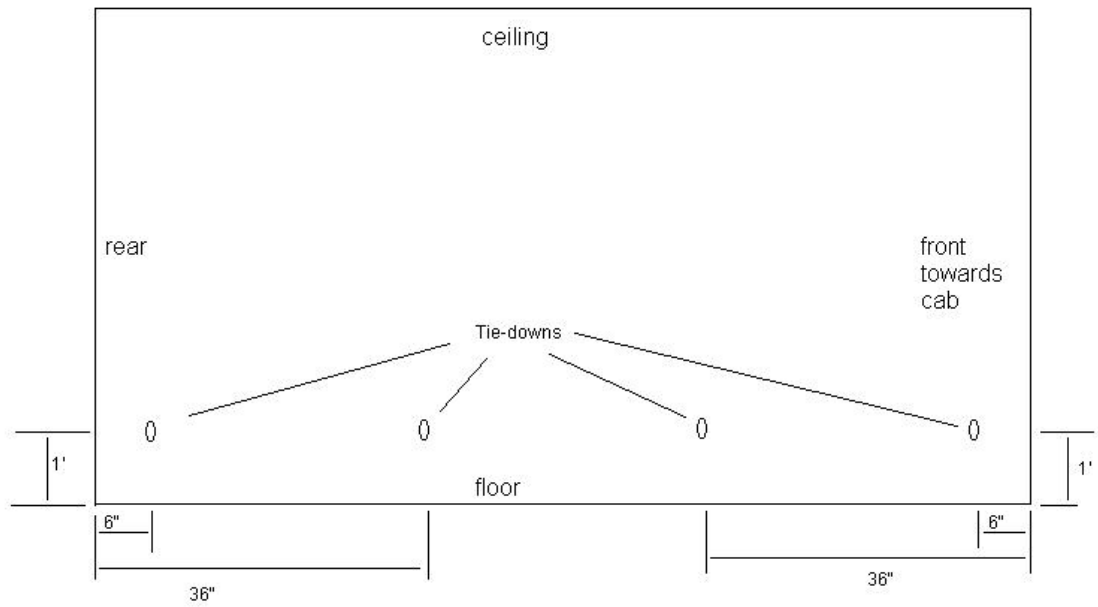
**Suspension:** Heavy-duty suspension for front and rear as per manufacturer's recommendations for 17,000 GVWR and high capacity towing capability.

**Utility Body:** Standard canopy roof w/ 61" floor to ceiling height, model #CR108D54J-M w/ service body model #108D54J. Equip utility body as per attached spec sheets and drawings.

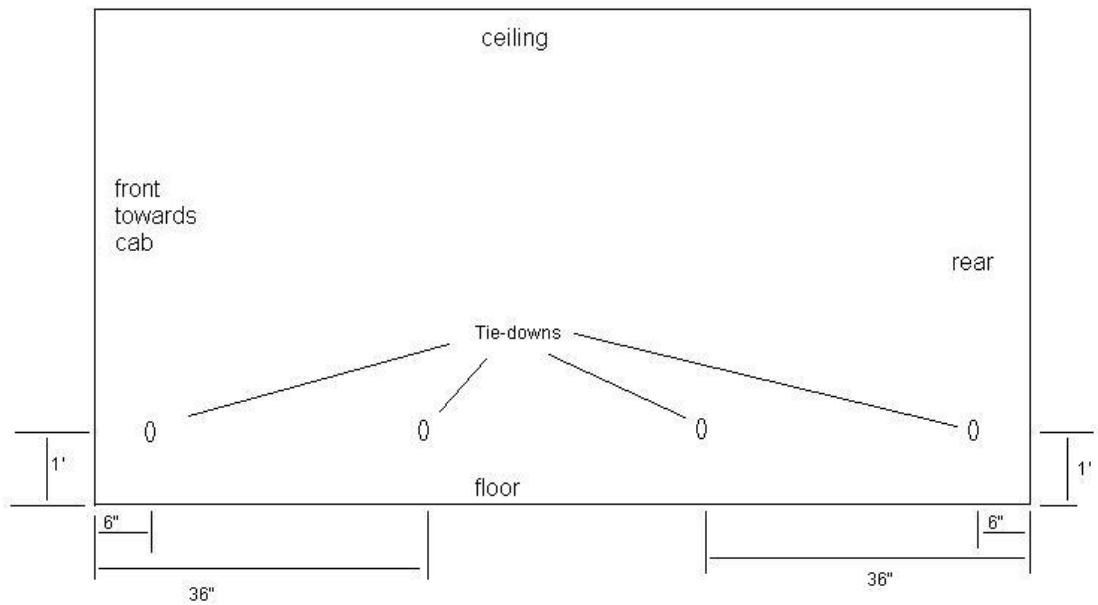
### **Utility Body Hardware Mounting Locations and Specifications**

1. Knapheide 61" floor to ceiling height CR108D54J-M for 108" standard canopy roof for service body 700 series or equal, painted solid white to match truck color.
2. Install #6068 spring-loaded ladder rack(s) on outside wall of canopy body, along with "J" bracket.
3. Provide fiberglass ladder with utility body. May be half of or full extension ladder. **Deliver truck with ladder mounted in ladder rack(s).**
4. Mount hardware to hold large utility water valve shut-off key on outside wall of utility body.
5. Install flush-mount tie-downs (16) on inside walls of canopy utility body as shown on attached **Drawings A, B and C.**
6. Install (4) four 9"x 20" windows in side of roof near top (two per side).
7. Install roof vent with crank handle to open.
8. Slide-out drawers in compartments.
9. See attached Knapheide checklist of options.
10. Install interior lights in all cabinets w/ light guards.
11. Install two (2) dome lights in canopy roof w/light guards.
12. Install two (2) chrome grab handles on back inside wall near rear of body. One (1) on each sidewall. Mount so that handles can be grabbed while worker is standing on ground.
13. Install protective glass screens for two (2) rear doors.
14. Install pullout trays.
15. Install combination stationary and swivel hooks in street side rear compartment.
16. Install shelf liners on all shelves.
17. Install louver vents on both left and right rear compartments.
18. Mount water cask stand on curbside near front if possible.
19. Mount cup dispenser in curbside compartment near front under water cask stand.
20. Stainless rotary latches all around.
21. Install mud and stone guards in fender wells.
22. Install rock guards for front compartment on both sides.

Drawing A  
Mounting Instructions for Tie-Downs on Left Inside Wall



Drawing B  
Mounting Instructions for Tie-Downs on Right Inside Wall



A diagram of a rectangular room. The top boundary is labeled "ceiling". The bottom boundary is labeled "floor". The left boundary is labeled "left wall". The right boundary is labeled "right wall". On the left wall, there are two small rectangular features, each labeled "0". On the right wall, there are two small rectangular features, each labeled "0". On the floor, there are two small rectangular features, each labeled "0". The room is surrounded by a 3' high barrier. The barrier has a 1' wide opening on the left and a 1' wide opening on the right. The distance between the openings is 18". The distance from each opening to the corner is 6".

- Complete truck with utility body mounted and approved options installed to be delivered to Town of Warrenton Maintenance Facility, 360 Falmouth Street, Warrenton, VA 20186. Contact Larry Oliver, Utilities Technician at 540-347-1101 48 hours prior to delivery. Truck and body to be accompanied by the documentation required above and must come with the manufacturer's statement of origin, an original invoice, valid thirty-day Virginia tags and complete warranty information. Must take delivery before May 1, 2003.
- Bidders are encouraged to submit complete manufacturer specifications with bids.
- Unless all bids are canceled rejected, the Town reserves the right granted by Section 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the Town whenever such low bid exceeds the Town's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the Town for this contract prior to the issuance of the written Invitation for Bid. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Town shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the Town wishes to negotiate a lower contract price. The time, place, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder.

Delivery shall be for FOB Warrenton, Virginia.

Delivery of all materials must be between the hours of 8:00 A.M. and 4:00 P.M. Local Time to the Town of Warrenton Wastewater Treatment Plant, 731 Frost Avenue, Warrenton, VA 20186.

*General Terms & Conditions:*

The General Terms & Conditions Goods - attached as Exhibit A shall govern this purchase.

*Insurance:*

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

The Contractor shall provide a certificate of insurance naming the Town of Warrenton as additional insured and, if requested a certified copy of said policy or endorsement(s) before commencement of contract. All insurance shall be place with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton.

The Contractor shall maintain limits no less than:

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project of the general aggregate shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employers Liability: Workers' Compensation as required by the Code of the Commonwealth of Virginia and Employers Liability with limits of \$1,000,000 per accident.

*Payment Terms:*

Payment terms are net, 30 days from date of invoice or approval of invoice by the Department Head, whichever is later. All offerors are encouraged to offer any payment discounts available for prompt payment.

*Bid Documents:*

**ALL BIDS MUST BE SIGNED AND SEALED IN AN ENVELOPE PLAINLY MARKED ON THE OUTSIDE, "SEALED BID FOR 17,500 GVWR 2003 Utility Truck and Utility Body TO BE OPENED JANUARY 31, 2003 AT 2:00 P.M.", AND SHALL BE FORWARDED TO THE PURCHASING AGENT.**

*Bid Opening*

All bids are opened and read aloud by the Purchasing Agent at the appointed hour and date in the presence of the Utilities Technician, or his designee at the Municipal Building, 18 Court Street, Warrenton, VA.

The Town reserves the right to reject any and all bids and waive all informalities. In the event the Town manager chooses to reject all bids, the Town will readvertise or make the purchase on the open market. The Town, through its duly adopted policies, may reject any or all bids.

**The Town of Warrenton does not discriminate on the basis of handicapped status in admission or access to its programs and activities. Accommodations will be made for handicapped persons upon prior request.**

Town of Warrenton, Virginia  
Price Quote Sheet

IFB NUMBER: 03-014

DATE OF THIS REQUEST: December 23, 2002

DESCRIPTION: **17,500 GVWR 2003 Utility Truck and Utility Body**

BID DEADLINE/OPENING DATE: January 31, 2003 at 2:00 P.M.

---

Vehicle Price, equipped as stated in the specifications listed	
Optional Bid Items Requested:	
<b>OPTION A:</b> Show price to mount 110-volt 4-gang GFCI electrical receptacles (outlets) high on inside sidewall of canopy body near back doors. Receptacles to be flush-mounted high on wall if possible to avoid being damaged by equipment sliding in and out of truck. Show price to install power inverter in cab or utility body to handle a minimum of 2,500 watts of current for portable utility floodlights.	
<b>OPTION B:</b> Show price to mount left/right directional traffic control safety light on back of canopy utility body above rear doors – do not mount on top of roof. Directional light shall meet specifications of TRAFFIC MASTER Model #ETTMLED-P 8-lamp directional LED from SOUND OFF, INC. 5132 37 <sup>th</sup> Ave. / P.O. Box 206 / Hudsonville, MI 49426 1-800-338-7337 or equal.	
<b>OPTION C:</b> Show price to mount pipe rack on top of canopy. Rack to be full width of canopy top with capability to fasten pipe with hold-down straps.	
<b>OPTION D:</b> Show price to install pullout tray on curbside front door of utility body, capable of supporting a portable generator 26" square. Weight approx. 200 lbs. (Do not provide generator.)	
<b>OPTION E:</b> Turbo Diesel with appropriate automatic heavy duty transmission	
Bid all utility body options for complete installation cost. FOB Warrenton, VA Terms: (Please identify any discounts offered for prompt payment, etc.)	

Shipping Point: \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Authorized Agent Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_





**EXHIBIT A  
TOWN OF WARRENTON, VIRGINIA  
GENERAL TERMS AND CONDITIONS  
GOODS**

**MANDATORY USE OF TOWN FORMS, TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Town form provided shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid/proposal as nonresponsive. Bid Cover Sheets and Price Quote sheets are provided in duplicate and all bids shall be submitted in duplicate, on the forms provided, properly signed in ink in the proper places and submitted in a sealed envelope properly marked as indicated in the IFB.

Should the bid prices and/or any other submissions differ on the copy of the bid submitted, the ORIGINAL copy shall prevail.

**LATE BIDS AND MODIFICATION OF BIDS:** Any bid received at the designated office in the solicitation after the exact time specified for receipt of the bid is considered a late bid. A late bid will not be considered for award and will be rejected if tendered in person, or returned by mail if received in the mail.

**ACCEPTANCE OF BIDS/BINDING 90 DAYS:** Unless otherwise specified, all sealed bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

**CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.

**ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Any erasures in a bid must be initialed by the bidder. Carelessness in quoting prices, or in preparation of the bid will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after the public opening cannot be corrected and the bidder

will be required to perform if his or her bid is accepted.

**BIDS FOR ALL OR PART:** Unless otherwise specified by the Town's Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make an award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the Town. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each bid item. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

**TIME FOR RECEIVING BIDS:** At the time fixed for the opening of bids, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly and remain available for public inspection in the office of the Purchasing Agent during regular Town business hours for a period not less than 30 calendar days after date of opening. Bid tabulations may be requested in writing or by fax. No bid tabulations will be provide over the telephone. Additionally, all bid tabulations will be posted to the Town's website [www.townofwarrenton.com](http://www.townofwarrenton.com) as soon as practical after the bid opening.

**PROHIBITION AGAINST UNIFORM PRICING:** The Town's Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid, each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a part with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders.

**PRECEDENCE OF TERMS:** in case of a conflict between the General Terms and conditions and any Special Terms and

Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

**CLARIFICATION OF TERMS:** Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the bid opening date. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for opening bids, will be given any consideration. Any material interpretation of a specification, as determined by the Purchasing Agent, will be expressed in the form of an addendum to the solicitation. All addenda will be sent to all prospective bidders and will be posted on the Town's website upon issuance.

**BRAND NAME OR EQUAL:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturing name, but conveys the general style, type, character and quality of the article needed. Any article that the Town, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible for clearly and specifically showing that the product being offered, by providing specific descriptive literature, catalog cuts and technical details, to enable the Town to decide whether the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified.

Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation process. Failure to furnish adequate data for evaluation purposes may result in the Town declaring the bid nonresponsive. Unless the bidder/offeror clearly shows in his bid/proposal that the product being offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

**AWARD OR REJECTION OF BIDS:** Contract award will be to the lowest

responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Town to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Town taking into consideration the evaluation criteria set forth in the RFP. The Town reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the Town. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of the Town.

**RESPONSIBILITY OF THE BIDDER:** The Town reserves the right to reject a bid from a non-responsive bidder. In determining the responsibility of a bidder, the following criteria will be considered:

1. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgement, experience and efficiency of the bidder;
4. The quality of performance on previous contracts or services;
5. The previous and existing compliance of the bidder with laws and ordinances relating to the contract or service;
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
7. The quality, availability and adaptability of the goods or services to the particular use required;
8. The ability of the bidder to provide future maintenance and services for the use of the subject of the contract;
9. The number and scope of the conditions attached to the bid;
10. Whether the bidder is in arrears to the Town on a debt or contract or is in default on a surety to the Town or

- whether the bidder's Town taxes or assessments are delinquent; and
11. Such other information as may be secured by the Town having a bearing on the decision to award the contract.

**NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS:** A written award (or purchase order) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

1. Town of Warrenton Certification Page and other documents which may be incorporated by reference, if applicable.
2. General Terms & Conditions
3. Special Terms & Conditions and Specifications
4. Bid Sheet or Offeror's Submitted Proposal
5. Any addenda/amendments/Memoranda of Negotiations

**TERMINATION FOR CONVENIENCE:** A contract may be terminated in whole or in part by the Town in accordance with this clause whenever the Town shall determine that such a termination is in the best interest of the Town. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which the termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**TRANSPORTATION AND PACKAGING:** By submitting a bid/proposal, all bidders/offerors certify and warrant that the price offered for FOB Destination includes only the actual freight costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard

commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number, commodity description and quantity.

**TESTING AND INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

**PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of an invoice, or acceptance of the goods by the Town of Warrenton, whichever occurs later. This shall not affect offers of discounts for payment in less than 30 days, however.

**INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the seller direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.

**TAXES:** Sales to the Town of Warrenton are exempt from state and local sales taxes. State sales and use tax certificates of exemptions will be issued upon request.

**DEFAULT:** In case of failure to deliver goods or services according to the contract terms and conditions, the Town, after due oral or written notice, may obtain them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be beyond any other remedies that the Town may have.

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

**ANTITRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Warrenton all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating

to the particular goods or services purchased or acquired by the Town of Warrenton under said contract.

**ETHICS IN PUBLIC CONTRACTING:** By submitting a bid/proposal, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor about their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**ANTI-DISCRIMINATION:** By submitting a bid/proposal all bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act that provides:

In every contract more than \$10,000, the provisions in A and B below apply:

A. During the performance of this contract, the contractor agrees as follows:

The Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the seller. The seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The seller, in all solicitations or advertisements for employees placed by or for the seller, will state that such sellers are equal opportunity employers.

Notices, advertisements and solicitations placed according to federal law, rule or

regulation shall be deemed sufficient for meeting the requirements of this section.

B. The seller will include the provisions of A above in every subcontract or purchase order more than \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Town, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgements, cost and expenses which may otherwise accrue against the Town in consequence of the granting of a contract which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that the subcontractor of his or her employees, if any, and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgement shall be rendered against the Town in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and aave harmless and defend the Town as herein provided.

**DEBARMENT STATUS:** By submitting a bid/proposal, all bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

**APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth.

The seller shall comply with applicable federal, state and local laws and regulations.

**QUALIFICATIONS OF**

**BIDDERS/OFFERORS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work or furnish the item(s) and the bidder/offer shall furnish the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fail to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work or furnish the item(s) contemplated therein.

**NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE**

The Town of Warrenton is required to comply with state and federal disability

legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.